

1 Timothy M. Keegan, CA Bar No. 251085
tim.keegan@ogletree.com
2 OGLETREE DEAKINS, NASH,
SMOAK & STEWART, P.C.
3 15 West South Temple Street, Suite 950
Salt Lake City, UT 84101
4 Telephone: 801-658-6100
Facsimile: 385-360-1707

5 Omar F. Hassan CA Bar No. 322034
omar.hassan@ogletree.com
6 OGLETREE, DEAKINS, NASH,
SMOAK & STEWART, P.C.
7 Park Tower, Fifteenth Floor
8 695 Town Center Drive
Costa Mesa, CA 92626
9 Telephone: 714-800-7900
Facsimile: 714-754-1298

10 Attorneys for Defendant
11 The Boeing Company

12 **UNITED STATES DISTRICT COURT**
13 **CENTRAL DISTRICT OF CALIFORNIA – SOUTHERN DIVISION**

14
15 ROBBY MACDONALD, an
individual;

16 Plaintiff,

17 v.

18 THE BOEING COMPANY, a
19 corporate entity form unknown; and
DOES 1-50, inclusive,

20 Defendants.
21
22
23
24
25
26
27
28

Case No. 8:24-cv-01087 JWH (DFMx)

**STIPULATED PROTECTIVE
ORDER**

Complaint Filed: February 13, 2024
Trial Date: August 11, 2025
District Judge: Hon. John W. Holcomb
Magistrate Judge: Hon. Douglas F.
McCormick

1 **IT IS HEREBY STIPULATED** by and between the parties, including Plaintiff
2 Robby MacDonald (“Plaintiff”) and Defendant The Boeing Company (“Defendant”)
3 (collectively, the “Parties”), by and through their respective counsel of record, as
4 follows:

5 **1. GENERAL**

6 1.1 Purpose and Limitations. Discovery in this action is likely to involve
7 production of confidential, propriety, or private information for which special
8 protection from public disclosure and from use for any purpose other than prosecuting
9 this litigation may be warranted. Accordingly, the Parties hereby stipulate to and
10 petition the Court to enter the following Stipulated Protective Order. The Parties
11 acknowledge that this Order does not confer blanket protections on all disclosures or
12 responses to discovery and that the protection it affords from public disclosure and use
13 extends only to the limited information or items that are entitled to confidential
14 treatment under the applicable legal principles. The Parties further acknowledge, as
15 set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle
16 them to file confidential information under seal; Civil Local Rule 79-5 sets forth the
17 procedures that must be followed and the standards that will be applied when a party
18 seeks permission from the court to file material under seal.

19 1.2 Good Cause Statement. This action is likely to involve the disclosures of
20 (1) material protected under the constitutional, statutory, or common law right to
21 privacy and (2) confidential business, financial, propriety, personnel, policy, and
22 payroll information for which special protection from public disclosure and from use
23 for any purpose other than prosecution of this action is warranted. Such confidential
24 and propriety materials and information consist of, among other things, confidential
25 information regarding current and former employees; confidential business or
26 financial information; information regarding confidential business practices; other
27 confidential commercial information (including information implicating privacy rights
28 of third parties); information otherwise generally unavailable to the public; and

1 information that may be privileged or otherwise protected from disclosure under state
2 or federal statutes, court rules, case decisions, or common law. Accordingly, to
3 expedite the flow of information, to facilitate the prompt resolution of disputes over
4 confidentiality of discovery materials, to adequately protect information the Parties
5 are entitled to keep confidential, to ensure that the Parties are permitted reasonable
6 necessary uses of such material in preparation for and in the conduct of trial, to address
7 their handling at the end of the litigation, and serve the ends of justice, a protective
8 order for such information is justified in this matter. It is the intent of the Parties that
9 information will not be designated as confidential for tactical reasons and that nothing
10 be so designated without a good faith belief that it has been maintained in a
11 confidential, non-public manner, and there is good cause why it should not be part of
12 the public record on this case.

13 **2. DEFINITIONS**

14 2.1 Action: Action refers to the above referenced matter titled *Robby*
15 *MacDonald v. The Boeing Company*; Case No. 8:24-cv-01087 JWH (DFMx).

16 2.2 Challenging Party: a Party or Non-Party that challenges the designation
17 of information or items under this Order.

18 2.3 "CONFIDENTIAL" Information or Items: information (regardless of how
19 it is generated, stored, or maintained) or tangible things that have not been made public
20 or are not otherwise available or accessible in the public domain and that qualify for
21 protection under Federal Rule of Civil Procedure 26(c) or concern or relate to the
22 confidential or proprietary information of (1) Defendant The Boeing Company; (2)
23 Plaintiff Robby MacDonald; or (3) any third parties, the disclosure of which
24 information is likely to have the effect of causing harm to the competitive position of
25 Defendant or to the organization or persons from whom the information was obtained
26 or the party's privacy. Confidential Information also includes private information
27 pertaining to Defendant's or a third party's employees, for which Defendant or third
28 parties have a duty to maintain the confidentiality of such information. Information

1 designated Confidential may be used only in connection with this proceeding and not
2 for any other purpose. Such information may not be disclosed to anyone except as
3 provided in this Order.

4 2.4 Counsel: “Counsel” means Outside Counsel of Record and House
5 Counsel (as well as their support staff), including, but not limited to:

- 6 1) Smaili & Associates, P.C. and its respective support staff and other
7 employees who are not employed by a Party and to whom it is
8 necessary to disclose Confidential Information for the purpose of
9 this action;
- 10 2) Ogletree, Deakins, Nash, Smoak & Stewart, P.C. and their
11 respective support staff and other employees who are not employed
12 by a Party and to whom it is necessary to disclose Confidential
13 Information for the purpose of this action;

14 2.5 Designating Party: a Party or Non-Party that designates information or
15 items that it produces in disclosures or in responses to discovery as
16 “CONFIDENTIAL.”

17 2.6 Disclosure or Discovery Material: all items or information, regardless
18 of medium or manner in which is generated, stored, or maintained (including amount
19 other things, testimony, transcripts, and tangible things), that are produced or
20 generated in disclosures or responses to discovery in this matter.

21 2.7 Expert: a person with specialized knowledge or experience in a matter
22 pertinent to the litigation who has been retained by a Party or its counsel to serve as
23 an expert or as a consultant in the Action.

24 2.8 House Counsel: attorneys who are employees of a party to this Action
25 House Counsel does not include Outside Counsel of Record or any other outside
26 counsel.

27 2.9 Non-Party: any natural person, partnership, corporation, association, or
28 legal entity not named as a Party to this action.

2.10 Outside Counsel of Record: attorneys who are not employees of a party to this Action but are retained to represent or advise a party to this Action and have appeared in this Action on behalf of that party or are affiliated with a law firm that has appeared on behalf of that party, including support staff.

2.11 Party: any party to this Action, including all of its officers, directors, employees, consultants, retained experts, and Outside Counsel of Record (and their support staffs).

2.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material in this Action.

2.13 Professional Vendors: persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

2.14 Protected Material: any Disclosure or Discovery Material that is designated as "CONFIDENTIAL."

2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from Producing Party.

3. SCOPE

The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

Any use of Protected Material at trial shall be governed by the orders of the trial judge. This Order does not govern the use of Protected Material at trial.

4. DURATION

Once a case proceeds to trial, all of the court-filed information to be introduced that was previously designated as CONFIDENTIAL or maintained pursuant to this

1 protective order used or introduced as an exhibit at trial becomes public and will be
 2 presumptively available to all members of the public, including the press, unless
 3 compelling reasons supported by specific factual findings to proceed otherwise are
 4 made to the trial judge in advance of the trial. *See Kamakana v. City and County of*
 5 *Honolulu*, 447 F.3d 1172, 1180-81 (9th Cir. 2006) (distinguishing “good cause”
 6 showing for sealing documents produced in discovery from “compelling reasons”
 7 standard when merits-related documents are part of court record). Accordingly, the
 8 terms of this protective order do not extend beyond the commencement of the trial.

9 **5. DESIGNATING PROTECTED MATERIAL**

10 **5.1 Exercise of Restraint and Care in Designating Material for Protection**

11 Each Party or Non-Party that designates information or items for protection
 12 under this Order must take care to limit any such designation to specific material that
 13 qualifies under the appropriate standards. The Designating Party must designate for
 14 protection only those parts of material, documents, items, or oral or written
 15 communications for which protection is not warranted are not swept unjustifiably
 16 within the ambit of this Order.

17 Mass, indiscriminate, or routinized designations are prohibited. Designations
 18 that are shown to be clearly unjustified or that have been made for an improper purpose
 19 (e.g., to unnecessarily encumber that case development process or to impose
 20 unnecessary expenses and burdens on other parties) may expose the Designating Party
 21 to sanctions.

22 If it comes to a Designating Party’s attention that information or items that it
 23 designated for protection do not qualify for protection, that Designating Party must
 24 promptly notify all other Parties that it is withdrawing the inapplicable designation.

25 **5.2 Manner and Timing of Designations.** Except as otherwise provided in
 26 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
 27 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
 28 under this Order must be clearly so designated before the material is disclosed or

1 produced.

2 Designation in conformity with this Order requires:

3 (a) for information in documentary form (e.g., paper or electronic
4 documents, but excluding transcripts of depositions or other pretrial or trial
5 proceedings), that the Producing Party affix, at a minimum, the legend
6 “CONFIDENTIAL” (hereafter “CONFIDENTIAL legend”), to each page that
7 contains protected material. If only a portion or portions of the material on a page
8 qualifies for protection, the Producing Party also must clearly identify the protected
9 portion(s) (e.g., by making appropriate markings in the margins).

10 A Party or Non-Party that makes original documents available for inspection
11 need not designate them for protection until after the inspecting Party has indicated
12 which documents it would like copied and produced. During the inspection and before
13 the designation, all of the material made available for inspection shall be deemed
14 “CONFIDENTIAL.” After the inspecting party has identified the documents it wants
15 copied and produced, the Producing Party must determine which documents, or
16 portions thereof, qualify for protection under this Order. Then, before producing the
17 specified documents, the Producing Party must affix the “CONFIDENTIAL legend”
18 to each page that contains Protected Material. If only a portion or portions of the
19 material on a page qualifies for protection, the Producing Party must clearly identify
20 the protected portion(s) (e.g., by making appropriate markings in the margins).

21 (b) for testimony given in depositions that the Designating Party
22 identify the Disclosure of Discovery Material on the record, before the close of the
23 deposition.

24 (c) for information produced in some form other than documentary
25 and for any other tangible items, that the Producing Party affix in a prominent place
26 on the exterior of the container or containers in which the information is stored the
27 legend “CONFIDENTIAL.” If only a portion or portions of the information warrants
28 protection, the Producing Party, to the extent practicable, shall identify the protected

1 portion(s).

2 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
3 failure to designate qualified information or items does not, standing alone, waive the
4 Designating Party's right to secure protection under this Order for such material. Upon
5 timely correction of designation, the Receiving Party must make reasonable efforts to
6 assure that the material is treated in accordance with the provisions of this Order.

7 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

8 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
9 designation of confidentiality at any time that is consistent with the Court's Scheduling
10 Order.

11 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
12 resolution process under Local Rule 37.1, et seq. Any discovery motion must strictly
13 comply with the procedures set forth in Local Rules 37-1, 37-2, and 37-3.

14 6.3 Burden. The burden of persuasion in any such challenge proceeding
15 shall be on the Designating Party. Frivolous challenges, and those made for an
16 improper purpose (e.g., to harass or impose unnecessary expenses and burdens on
17 other parties) may expose the Challenging Party to sanctions. Unless the Designating
18 Party has waived or withdrawn the confidentiality designation, all Parties shall
19 continue to afford the material in question the level of protection to which it is entitled
20 under the Producing Party's designation until the Court rules on the challenge.

21 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

22 7.1 Basic Principles. A Receiving Party may use Protected Material that is
23 disclosed or produced by another Party or by a Non-Party in connection with this
24 Action only for prosecuting, defending, or attempting to settle this Action. Such
25 Protected Material may be disclosed only to the categories of persons and under the
26 conditions described in this Order. When the Action has been terminated, a Receiving
27 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

28 Protected Material must be stored and maintained by a Receiving Party at a

location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information it item designated “CONFIDENTIAL” only to:

(a) the Receiving Party’s Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) the Court and its personnel;

(e) court reporters and their staff;

(f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit A hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the Court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately

bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the Parties engaged in settlement discussions.

**8. PROTECTED MATERIAL SUBPOENAED OR ORDERED
PRODUCED IN OTHER LITIGATION**

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulation Protective Order; and

(c) Cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

///

///

///

1 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
 2 **PRODUCED IN THIS LITIGATION**

3 (a) The terms of this Order are applicable to information produced by a Non-
 4 Party in this Action and designated as “CONFIDENTIAL.” Such information
 5 produced by Non-Parties in connection with this litigation is protected by the remedies
 6 and relief provided by this Order. Nothing in these provisions should be construed as
 7 prohibiting a Non-Party from seeking additional protections.

8 (b) In the event that a Party is required, by a valid discovery request, to
 9 produce a Non-Party’s confidential information in its possession, and the Party is
 10 subject to an agreement with the Non-Party not to produce the Non-Party’s
 11 confidential information, then the Party shall:

12 (1) promptly notify in writing the Requesting Party and
 13 the Non-Party that some or all of the information requested is subject
 14 to a confidentiality agreement with a Non-Party.

15 (2) promptly provide the Non-Party with a copy of the
 16 Stipulated Protective Order in this Action, the relevant discovery
 17 request(s), and a reasonably specific description of the information
 18 requested; and

19 (3) Make the information requested available for
 20 inspection by the Non-Party, if requested.

21 (c) If the Non-Party fails to seek a protective order from this Court within
 22 14 days of receiving the notice and accompanying information, the Receiving Party
 23 may produce the Non-Party’s confidential information responsive to the discovery
 24 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
 25 not produce any information in its possession or control that is subject to the
 26 confidentiality agreement with the Non-Party before a determination by the Court.
 27 Absent a court order to the contrary, the Non-Party shall bear the burden and expense
 28 of seeking protection in this Court of its Protected Material.

1 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

2 If a Receiving Party learns that by inadvertence or otherwise, it has disclosed
 3 Protected Material to any person or in any circumstance not authorized under this
 4 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
 5 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
 6 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
 7 persons to whom unauthorized disclosures were made of all the terms of this Order,
 8 and (d) request such person or persons to execute the “Acknowledgement and
 9 Agreement to Be Bound” that is attached hereto as Exhibit A.

10 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
 11 **PROTECTED MATERIAL**

12 When a Producing Party gives notice to Receiving Parties that certain
 13 inadvertently produced material is subject to a claim of privilege or other protection,
 14 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
 15 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
 16 may be established in an e-discovery order that provides for production without prior
 17 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e) insofar as the
 18 Parties reach an agreement on the effect of disclosure of a communication or
 19 information covered by the attorney-client privilege or work production, the Parties
 20 may incorporate their agreement in the stipulated protective order submitted to the
 21 Court.

22 **12. MISCELLANEOUS**

23 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
 24 person to seek its modification by the Court in the future.

25 12.2 Right to Assert Other Objections. By stipulating to the entry of this
 26 Protective Order, no Party waives any right it otherwise would have to object to
 27 disclosing or producing any information of item on any ground not addressed in this
 28 Stipulated Protective Order. Similarly, no Party waives any right to object on any

ground to use in evidence of any of the material covered by this Protective Order.

12.3 Filing Protective Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue; good cause must be shown in the request to file under seal. If a Party's request to file Protected Material under seal is denied by the Court, then the Receiving Party may file the information in the public record unless otherwise instructed by the Court.

13. FINAL DISPOSITION

After the final disposition of this Action, within 60 days of a written request by the Designating Party, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

///

///

1 **14. VIOLATION OF ORDER**

2 Any violation of this Order may be punished by any and all appropriate
3 measures including, without limitation, contempt proceedings and/or monetary
4 sanctions.

5 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD:**

7 DATED: July 18, 2024

SMAILI & ASSOCIATES, P.C.

10 By: /s/Stephen D. Counts

11 Jihad M. Smaili
12 Stephen D. Counts
13 Attorneys for Plaintiff
14 Robby MacDonald

14 DATED: July 18, 2024

OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.

17 By: /s/Omar F. Hassan

18 Timothy M. Keegan
19 Omar F. Hassan
20 Attorneys for Defendant
21 The Boeing Company

21 **ORDER**

22 GOOD CAUSE APPEARING, the Court hereby approves this Stipulation and
23 Protective Order.

24 **IT IS SO ORDERED.**

26 DATED: July 18, 2024

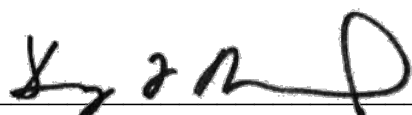
27 
28 HON. DOUGLAS F. MCCORMICK
Magistrate Judge

EXHIBIT A**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understands the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on _____ [date] in the case of *Robby MacDonald v. The Boeing Company*; Case No. 8:24-cv-01087 JWH (DFMx). I agree to comply with and to be bound by all the terms of this Stipulation Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulation Protective Order to any person or entity except in strict compliance with the provisions of this Order. I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulation Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ [print or type full name] of _____ [print of type full address] and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulation Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____